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Appellant

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**December 13, 2005**

This appeal arises out of Processed Commodity Storage Agreement (PCSA) No. 867C, between Midwest Third Party Logistics, Inc. (Midwest), F/K/A/ Stickle Warehousing, Inc. (Appellant or Stickle) of Cedar Rapids, Iowa and the Kansas City Commodity Office, Farm Service Agency, Commodity Credit Corporation of the U. S. Department of Agriculture, Kansas City, Missouri. The Board has jurisdiction over this timely-filed appeal pursuant to the Contract Disputes Act (CDA), 41 U.S.C. §§ 601-613, as amended.

This is a timely appeal from a Contracting Officer's final decision dated October 30, 2003. The dispute concerned the responsibility and amount of costs associated with rejection of 17,227 bags of non-fat dry milk that had been stored in Stickle's warehouse under a PCSA between the parties. The appeal was docketed by the Board on February 4, 2004. During a telephone conference of August 4, 2004, the Board and parties discussed the possibility of utilizing ADR to attempt to resolve the appeal. After further discussion the parties agreed to engage in mediation. The parties further requested that a contract appeal judge be appointed from another board to conduct the

mediation, so as to preserve the three-judge panel of the Agriculture Board, should settlement not be achieved. In accord with the request of the parties, the Board arranged to have Judge Candida Steel of the Interior Board conduct the mediation.

Mediation was thereafter held in Kansas City, Missouri. The mediation was successful. On August 12, 2005, the parties filed a Negotiated Settlement Agreement and Mutual Release of Claims, however the copy provided to the Board was not executed and thus, the Board did not dismiss the appeal, as the Board awaited a signed instrument. After some time passed, the Board faxed a letter dated December 1 to the parties and in the letter asked about the status of the agreement. By facsimile of that same date, counsel for USDA provided a copy of the signed agreement to the Board. The agreement had been executed in August. Under the Settlement Agreement, Stickle agreed to dismiss the appeal with prejudice.

### **DECISION**

Pursuant to the agreement of the parties, the appeal is dismissed with prejudice

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**HOWARD A. POLLACK**

Administrative Judge

**Issued at Washington, D.C.**

**December 13, 2005**